

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INCORPORATED**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INCORPORATED, hereinafter called "Contractor";

W I T N E S S E I H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, by Resolution 71056 the parties entered into an Agreement for the purpose of providing Ombudsman Program services on September 28, 2010 in the amount of \$228,106 for the term July 1, 2010 through June 30, 2011; and

WHEREAS, the parties wish to amend the Agreement by increasing the total amount by \$48,876 to \$276,982 with no change to the term.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the Agreement is amended to read as follows:
In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B – Amendment One. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO HUNDRED SEVENTY-SIX THOUSAND NINE HUNDRED EIGHTY-TWO DOLLARS (\$276,982).

The County reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the County to be: out of compliance with the Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

The Contractor will submit invoices and monthly program reports to Aging and Adult Services (AAS) by the tenth (10th) of each month. Program performance data will be submitted in a timely, complete, accurate, and verifiable manner using the AAS approved reporting procedures. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2011 will be due by July 6, 2011 to facilitate timely payment.

2. Schedule B of the original agreement is deleted and replaced and incorporated with Schedule B – Amendment One as attached.
3. **All other terms and conditions of the Agreement dated September 28, 2010, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INCORPORATED

Contractor's Signature

Date: _____